




Order Filed on November 5, 2018
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
DENISE CARLON, ESQUIRE KML LAW GROUP, P.C. Sentry Office Plz 216 Haddon Ave., Suite 406 Westmont, NJ 08018 (215) 627-1322 dcarlton@kmlawgroup.com Attorneys for Movant Toyota Motor Credit Corporation	
In Re:	Case No.: 18-26526 ABA
John J. DiGregorio,	Adv. No.:
Debtor.	Hearing Date: 10/24/18
	Judge: Andrew B. Altenburg, Jr.

**ORDER RESOLVING TOYOTA MOTOR CREDIT CORPORATION'S OBJECTION
TO DEBTOR'S CHAPTER 13 PLAN**

The relief set forth on the following pages, numbered two (2) through three (3) is hereby
ORDERED

DATED: November 5, 2018



Honorable Andrew B. Altenburg, Jr.
United States Bankruptcy Court

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Debtor: John J. DiGregorio

Case No.: 18-26526 ABA

Caption: **ORDER RESOLVING TOYOTA MOTOR CREDIT CORPORATION'S
OBJECTION TO DEBTOR'S CHAPTER 13 PLAN**

This matter having been brought before the Court by KML Law Group, P.C., attorneys for Secured Creditor, Toyota Motor Credit Corporation, the holder of a lien on Debtor's vehicle, a 2013 Toyota Prius, VIN:JTDKN3DU6D5688801, Denise Carlon appearing, by way of objection to the confirmation of Debtor's Chapter 13 Plan, and this Court having considered the representations of attorneys for the Secured Creditor and Eric Clayman, Esq., attorney for Debtor, and for good cause having been shown;

It is **ORDERED, ADJUDGED and DECREED** that Secured Creditor's lien shall be paid in full through Debtor's Chapter 13 plan at an interest rate of 5.5%; and

It is **FURTHER, ORDERED, ADJUDGED and DECREED** that the parties mutually agree on a value of \$15,476.96 for the subject vehicle; and

It is **FURTHER, ORDERED, ADJUDGED and DECREED** that the total due to Secured Creditor, including interest, shall be \$17,737.67, consisting of the agreed value of \$15,476.96 and \$2,260.71 in interest that will accrue during the course of Debtor's Chapter 13 plan over 36 months;

It is **FURTHER, ORDERED, ADJUDGED and DECREED** that if the length of Debtor's plan is adjusted to more than 36 months, the interest due under the plan will increase accordingly, and this order is subject to amendment; and

It is **FURTHER, ORDERED, ADJUDGED and DECREED** that the Debtor shall maintain insurance on the vehicle in accordance with the terms of the loan documents during the entirety of this case and shall furnish proof of same annually and upon request;

It is **FURTHER, ORDERED, ADJUDGED and DECREED** that Toyota Motor Credit Corporation's lien shall remain on the subject vehicle until Debtor has completed all plan payments and receives a discharge in this case; and

It is **FURTHER, ORDERED, ADJUDGED and DECREED** Toyota Motor Credit's lien will only be released upon the Debtor's receipt of his discharge and completion of his Chapter 13 Plan. Any dismissal of the case or conversion to a Chapter 7 will result in a full reinstatement of the lien; and

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It is **FURTHER, ORDERED, ADJUDGED** and **DECREED** that the lien shall be released and extinguished upon the successful completion of the Debtor's Chapter 13 plan; and

It is **FURTHER, ORDERED, ADJUDGED** and **DECREED** that Toyota Motor Credit Corporation shall file a release of the lien within 30 days of the date of the service of Debtor's discharge; and

It is **FURTHER, ORDERED, ADJUDGED** and **DECREED** that in the event Toyota Motor Credit Corporation fails to discharge the mortgage within the prescribed period, the Debtor and/or Debtor's counsel may file a certified or exemplified copy of this order, along with a copy of the bankruptcy discharge order, which shall have the same force and effect of a discharge of lien; and

It is **FURTHER, ORDERED, ADJUDGED** and **DECREED** that Toyota Motor Credit Corporation's objection to confirmation is hereby resolved.